

Exhibit “A”

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SOUTHEASTERN SOLUTIONS SES INC.,

Plaintiff

-against-

ICON REALTY NY CORP.; HOLLYWOOD STYLZE
SALON, LLC; RANCH MINI MARKET & DELI INC.;
V.I.P. NAILS SALON BY LINDA, INC.; THE CITY OF
NEW YORK ENVIRONMENTAL CONTROL BOARD;
FLAGSTAR BANK, N.A. as Successor in Interest to New
York Community Bank

Defendants.

Docket #

**COMPLAINT AND DEMAND
FOR JURY TRIAL**

Plaintiff, by its attorneys, Shiryak, Bowman, Anderson, Gill & Kadochnikov, LLP for its
complaint herein, respectfully alleges as follows:

THE PARTIES

1. That at all times hereinafter mentioned, plaintiff, Southeastern Solutions SES Inc.
("Plaintiff" or "SES") is a corporation duly organized and existing under the laws of the State of
New Jersey, with its principal place of business located at 111 Town Square Place, Suite 1201,
Jersey City, NJ 07310.

2. Plaintiff performed construction, demolition and water remediation work at the following
addresses 2739 White Plains Road, Bronx, NY; 2729 White Plains Road, Bronx, NY 10467;
2727 White Plains Road, Bronx, NY. All the addresses are part of the Block 4508, Lot 23 ("the
Property").

3. Upon information and belief, defendant, Icon Realty NY Corp. (“Icon Realty”) is a corporation duly organized and existing under the laws of the State of New York, with address at 2727 White Plains Road, Bronx, NY 10467.

4. Upon information and belief, defendant Icon Realty is a deeded owner of the Property.

5. Upon information and belief, defendant, Flagstar Bank, N.A. as successor in interest to New York Community Bank (“Flagstar”) and is New York State-chartered savings bank, with address at 102 Duffy Ave, Hicksville, NY 11801.

6. Upon information and belief Flagstar is a mortgagee on the Property in the principal amount of \$1,400,000.00, dated February 22, 2018, and recorded on March 2, 2018.

7. Upon information and belief, defendant, Hollywood Stylze Salon, LLC (“Hollywood Stylze”) is a domestic limited liability company duly organized and existing under the laws of the State of New York, with address at 2729 White Plains Road, Bronx, NY 10467.

8. Upon information and belief, defendant, Ranch Mini Market & Deli Inc. (“Ranch”) is a corporation duly organized and existing under the laws of the State of New York, with address at 2739 White Plains Road, Bronx, NY 10467.

9. Upon information and belief, defendant, V.I.P. Nails Salon by Linda Inc. (“VIP Nails”) is a corporation duly organized and existing under the laws of the State of New York, with its principal place of business located at 2727 White Plains Road, Bronx, NY 10467.

10. Upon information and belief, defendants Icon Realty, Hollywood Stylze, Ranch, VIP Nails, and (hereinafter collectively known as the “Hiring Defendants”) all contracted with SES to perform work at the Property.

11. Upon information and belief, defendant, The City of New York Environmental Control Board (“ECB”) is a governmental agency and an administrative court with office located at 3030 Third Avenue, Room 250, Bronx, NY 10455.

12. Upon information and belief, defendant ECB filed a violation against the Property.

JURISDICTION AND VENUE

13. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because there is a complete diversity of citizenship between Plaintiff and Defendants and the amount in controversy exceeds \$75,000.

14. This Court has pendent jurisdiction under 28 U.S.C. § 1367.

15. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District.

FACTS

16. Sometime in July 2024, Plaintiff entered into an agreement with the Hiring Defendants to provide construction work on the Property.

17. The scope of work included but was not limited to essential demolition, hazardous material removal, water remediation, and fire and smoke damage restoration.

18. The agreed price and value of the labor performed and materials furnished by Plaintiff for the Hiring Defendants is broken down as follows:

- a. Icon Realty: \$70,000.63;
- b. Hollywood Stylze: \$38,300.00;
- c. Ranch: \$16,600.00;
- d. VIP Nails: \$49,100.00; and

19. According to the terms and conditions of its agreement, Plaintiff did substantially complete its performance on the agreement for work done on the Property thereby earning the sum of \$228,133.84.

20. The sums due to Plaintiff are on account of the work performed by Plaintiff for which the benefit was retained by the Hiring Defendants.

21. Upon information and belief Icon Realty directed the other Hiring Defendants to give access to Plaintiff so Plaintiff could do the remediation work.

22. Despite repeated demands, a total balance of \$120,850.63 from the Hiring Defendants remains unpaid for the work performed and materials supplied by Plaintiff.

FIRST CAUSE OF ACTION

(Mechanic's Lien Foreclosure against Icon Realty)

23. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

24. Pursuant to the Lien Law of the State of New York, on September 18, 2024, within the eight (8) months after the time when the last time the work was performed, Plaintiff duly filed or caused to be duly filed with the Bronx County Clerk, Notices of Mechanic's Lien in writing and in proper and the same was duly entered and docketed therein covering a total amount of \$143,627.84 as follows:

- a. Icon Realty: \$70,000.63;
- b. Hollywood Stylze: \$22,980.00;
- c. Ranch: \$3,320.00;
- d. VIP Nails: \$24,550.00. (*see Exhibit A - Liens*)

25. Plaintiff's Lien was duly served, and proof of service was duly filed in the Office of the Clerk of Bronx County.

26. Upon information and belief, all Defendants have or claim to have some interest in or lien upon the Property, which interest or lien, if any, is subsequent and subordinate to Plaintiff's Lien.

27. Upon information and belief, Defendant Icon Realty is the owner in fee simple of the Property.

28. Plaintiff has no knowledge of any other subsequent liens or claims against the Property.

29. Plaintiff is entitled to equitably foreclose its Lien.

30. Plaintiff has no adequate remedy at law.

SECOND CAUSE OF ACTION (Plead in the alternative)

(Breach of Contract against Icon Realty)

31. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

32. Plaintiff furnished labor and material on and to the Property at the Icon Realty' request.

33. Icon Realty accepted the benefits of Plaintiff's services.

34. Icon Realty received and continues to enjoy the benefit of Plaintiff's labor.

35. Plaintiff submitted invoices for the labor and material to Icon Realty for the total amount of \$70,000.63.

36. Icon Realty did not pay Plaintiff the full amount due and owing on the invoice.

37. Icon Realty breach the agreement with Plaintiff and Plaintiff has been damaged in the amount of \$70,000.63.

THIRD CAUSE OF ACTION (Plead in the alternative)

(Plead in the alternative: Quantum Meruit against Icon Realty)

38. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

39. Plaintiff performed valuable services, including furnishing labor and materials on and to the Property at the request of Icon Realty.

40. Icon Realty accepted, used, and benefited from the services provided by Plaintiff.

41. The reasonable value of the services and materials provided by Plaintiff to Icon Realty is \$70,000.63.

42. Icon Realty has failed to compensate Plaintiff in full for the services rendered.

43. As a result, Plaintiff is entitled to recover \$70,000.63 from Icon Realty under the theory of quantum meruit.

FOURTH CAUSE OF ACTION

(Plead in the alternative: Unjust Enrichment against Icon Realty)

44. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

45. Plaintiff provided labor and materials to the benefit of Icon Realty, which received and retained the benefits without full payment.

46. Icon Realty has been unjustly enriched at the expense of Plaintiff, who has not received payment for services rendered.

47. Under principles of equity and justice, Icon Realty should be required to pay Plaintiff \$70,000.63, representing the value of the benefit retained.

FIFTH CAUSE OF ACTION

(Plead in the alternative: Account Stated against Icon Realty)

48. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

49. Plaintiff submitted invoices to Icon Realty reflecting charges for labor and materials totaling \$70,000.63.

50. Icon Realty did not object to the invoices, thereby assenting to the balance as correct and agreeing to pay.

51. Despite Plaintiff's demands, Icon Realty has failed to pay the amount due, which remains unpaid.

52. Plaintiff has been damaged in the amount of \$70,000.63, and Icon Realty is liable for this sum under the theory of account stated.

SIXTH CAUSE OF ACTION

(Breach of Contract against Hollywood Stylze)

53. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

54. Plaintiff furnished labor and materials on and to the Property at Hollywood Stylze's request.

55. Hollywood Stylze accepted and benefited from Plaintiff's services.

56. Plaintiff submitted invoices for the labor and materials provided, totaling \$22,980.00.

57. Hollywood Stylze failed to pay Plaintiff the full amount due on the invoice.

58. Hollywood Stylze breached the agreement with Plaintiff, and Plaintiff has been damaged in the amount of \$22,980.00.

SEVENTH CAUSE OF ACTION

(Plead in the alternative: Quantum Meruit against Hollywood Stylze)

59. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

60. Plaintiff performed valuable services by furnishing labor and materials at Hollywood Stylze's request.

61. Hollywood Stylze accepted and used these services, benefiting from them.

62. The reasonable value of the services and materials provided by Plaintiff to Hollywood Stylze is \$22,980.00.

63. Hollywood Stylze has not compensated Plaintiff for the full value of services rendered.

64. Plaintiff is entitled to recover \$22,980.00 from Hollywood Stylze under the theory of quantum meruit.

EIGHTH CAUSE OF ACTION

(Plead in the alternative: Unjust Enrichment against Hollywood Stylze)

65. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

66. Plaintiff provided labor and materials to the benefit of Hollywood Stylze, who received and retained the benefits without paying in full.

67. Hollywood Stylze has been unjustly enriched at Plaintiff's expense, as Plaintiff has not received payment for services rendered.

68. Under principles of equity and justice, Hollywood Stylze should be required to pay Plaintiff \$22,980.00, representing the value of the benefit received.

NINTH CAUSE OF ACTION

(Plead in the alternative: Account Stated against Hollywood Stylze)

69. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

70. Plaintiff submitted invoices to Hollywood Stylze reflecting charges for labor and materials totaling \$22,980.00.

71. Hollywood Stylze did not object to these invoices, thereby assenting to the balance as correct and agreeing to pay.

72. Despite Plaintiff's demands, Hollywood Stylze has failed to pay the amount due, which remains outstanding.

73. Plaintiff has been damaged in the amount of \$38,300, and Hollywood Stylze is liable for this sum under the theory of account stated.

TENTH CAUSE OF ACTION

(Plead in the alternative: Breach of Contract against Ranch)

74. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.
75. Plaintiff furnished labor and materials on and to the Property at Ranch's request.
76. Ranch accepted and benefited from Plaintiff's services.
77. Plaintiff submitted invoices for the labor and materials provided, totaling \$3,220.00.
78. Ranch failed to pay Plaintiff the full amount due on the invoice.
79. Ranch breached the agreement with Plaintiff, and Plaintiff has been damaged in the amount of \$3,220.00.

ELEVENTH CAUSE OF ACTION

(Plead in the alternative: Quantum Meruit against Ranch)

80. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.
81. Plaintiff performed valuable services by furnishing labor and materials at Ranch's request.
82. Ranch accepted and used these services, benefiting from them.
83. The reasonable value of the services and materials provided by Plaintiff to Ranch is \$3,220.00.
84. Ranch has not compensated Plaintiff for the full value of services rendered.
85. Plaintiff is entitled to recover \$3,220.00 from Ranch under the theory of quantum meruit.

TWELFTH CAUSE OF ACTION

(Plead in the alternative: Unjust Enrichment against Ranch)

86. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

87. Plaintiff provided labor and materials to the benefit of Ranch, who received and retained the benefits without paying in full.

88. Ranch has been unjustly enriched at Plaintiff's expense, as Plaintiff has not received payment for services rendered.

89. Under principles of equity and justice, Ranch should be required to pay Plaintiff \$3,220.00, representing the value of the benefit received.

THIRTEENTH CAUSE OF ACTION

(Plead in the alternative: Account Stated against Ranch)

90. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

91. Plaintiff submitted invoices to Ranch reflecting charges for labor and materials totaling \$3,220.00.

92. Ranch did not object to these invoices, thereby assenting to the balance as correct and agreeing to pay.

93. Despite Plaintiff's demands, Ranch has failed to pay the amount due, which remains outstanding.

94. Plaintiff has been damaged in the amount of \$3,220.00, and Ranch is liable for this sum under the theory of account stated.

FOURTEENTH CAUSE OF ACTION

(Plead in the alternative: Breach of Contract against VIP Nails)

95. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

- 96. Plaintiff furnished labor and materials on and to the Property at VIP Nails' request.
- 97. VIP Nails accepted and benefited from Plaintiff's services.
- 98. Plaintiff submitted invoices for the labor and materials provided, totaling \$24,500.
- 99. VIP Nails failed to pay Plaintiff the full amount due on the invoice.
- 100. VIP Nails breached the agreement with Plaintiff, and Plaintiff has been damaged in the amount of \$24,500.

FIFTEENTH CAUSE OF ACTION

(Plead in the alternative: Quantum Meruit against VIP Nails)

- 101. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.
- 102. Plaintiff performed valuable services by furnishing labor and materials at VIP Nails' request.
- 103. VIP Nails accepted and used these services, benefiting from them.
- 104. The reasonable value of the services and materials provided by Plaintiff to VIP Nails is \$24,500.
- 105. VIP Nails has not compensated Plaintiff for the full value of services rendered.
- 106. Plaintiff is entitled to recover \$24,500 from VIP Nails under the theory of quantum meruit.

SIXTEENTH CAUSE OF ACTION

(Plead in the alternative: Unjust Enrichment against VIP Nails)

- 107. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.
- 108. Plaintiff provided labor and materials to the benefit of VIP Nails, who received and retained the benefits without paying in full.

109. VIP Nails has been unjustly enriched at Plaintiff's expense, as Plaintiff has not received payment for services rendered.

110. Under principles of equity and justice, VIP Nails should be required to pay Plaintiff \$24,500, representing the value of the benefit received.

SEVENTEENTH CAUSE OF ACTION

(Plead in the alternative: Account Stated against VIP Nails)

111. Plaintiff repeats and realleges all previous paragraphs as if fully set forth below.

112. Plaintiff submitted invoices to VIP Nails reflecting charges for labor and materials totaling \$24,500.

113. VIP Nails did not object to these invoices, thereby assenting to the balance as correct and agreeing to pay.

114. Despite Plaintiff's demands, VIP Nails has failed to pay the amount due, which remains outstanding.

115. Plaintiff has been damaged in the amount of \$24,500, and VIP Nails is liable for this sum under the theory of account stated.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- a) Adjudging and determining the equity of all the parties to this action and determining the validity, extent, and priority of each and all of the liens and claims.
- b) Adjudging that Plaintiff, by filing and causing the docketing of Liens, acquired good and valid liens upon the interests of Defendant Icon Realty as owner of the Property, and Plaintiff, as

contractor, for the agreed and reasonable value of the work performed hereinabove described in the sum of \$143,627.84 with interest thereon, together with the costs and disbursements.

c) Adjudging that Plaintiff's Liens have priority over other claims of the Defendants against the Property.

d) That all other persons be forever foreclosed of all equity of redemption or other lien, claim or interest in and to the Property.

e) That the Property described be sold, as provided by law, and that out of the proceeds of such sale, Plaintiff be paid the amount of its liens aforesaid and interest thereon, with the expenses of the sale and the costs and disbursements of this action.

f) That Plaintiff receives a judgment against Defendants for any such deficiency that may remain after such payment against Plaintiff.

g) That Plaintiff receives a judgment against Icon Realty Ny Corp in an amount no less than \$70,006.63 on its Second through Fifth Causes of Action.

h) That Plaintiff receives a judgment against HOLLYWOOD STYLZE SALON, LLC in an amount no less than \$22,980.63 on its Sixth through Ninth Causes of Action.

i) That Plaintiff receives a judgment against RANCH MINI MARKET & DELI INC in an amount no less than \$3,220.00 on its Tenth through Thirteenth Causes of Action.

j) That Plaintiff receives a judgment against V.I.P. NAILS SALON BY LINDA, INC. in an amount no less than \$24,500.00 on its Fourteenth Through Sixteenth Causes of Action.

k) That plaintiff may have such other and further relief as may be just and equitable.

Dated: Kew Gardens, New York
November 25, 2024



Alexander Kadochnikov

Shiryak, Bowman, Anderson, Gill & Kadochnikov, LLP

Attorney for the Plaintiff

80-02 Kew Gardens Rd, Suite 600

Kew Gardens, NY 11415

718-577-3261

akadochnikov@sbagk.com


NOTICE OF MECHANIC'S LIEN

To the Clerk of the County of Bronx, and all others whom it may concern:

PLEASE TAKE NOTICE, that Southeastern Solutions SES Inc. as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are: Southeastern Solutions SES Inc.
being a corporation whose business address is at 111 Town Square Place, Suite 1201, Jersey City, NJ 07310
- (1a) The name and address of lienor's attorney, if any Alexander Kadochnikov
80-02 Kew Gardens Road, Suite 600,
Kew Gardens, NY 11415
718-577-3261
- (2) The Owner of the Real Property is : Icon Realty NY Corp
and the interest of the owner as far as known to the lienor(s) is: fee simple
- (3) The name of the person by whom the lienor(s) was/were employed is: Icon Realty NY Corp.
The name of the person to whom the lienor(s) furnished or is (are) to furnish materials or for whom the lienor(s) performed is: Icon Realty NY Corp
The name of the person with whom the contract was made is: Icon Realty NY Corp
- (4) The labor performed is: Demolition and Water Remediation
The agreed price and value of the labor performed is: \$70,006.63
- (5) The amount unpaid to the lienor(s) for said labor performed is: \$70,006.63
The total amount claimed for which this lien is filed is: \$70,006.63
- (6) The time when the first item of work was performed was: 7/7/2024
The time when the last item of work was performed was: 07/15/2024
- (7) The property subject to the lien is situated in
2739 White Plains Road Block: 4508
Bronx, NY Lot(s): 23

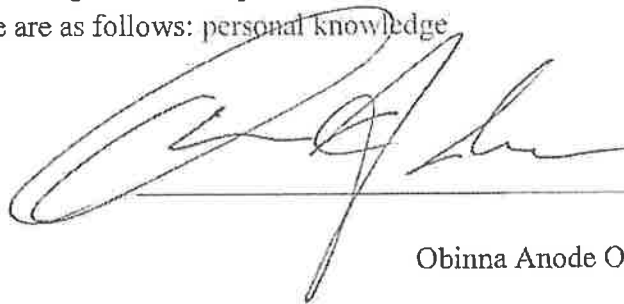
That said labor and materials were performed and furnished for an used, and that the professional services rendered were used, in the improvement of the real property hereinbefore described. That 8 months have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.


Alexander Kadochnikov
As Attorney for Southeastern Solutions SES Inc.

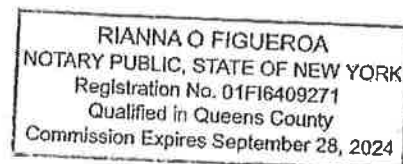
VERIFICATION

Obinna Anode being duly sworn, says that deponent is the **Officer** of Southeastern Solutions SES Inc., herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the **Officer** of Southeastern Solutions SES Inc. and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows: personal knowledge


Obinna Anode Officer

Sworn to before me this 18th day of September, 2024


NOTARY PUBLIC

**AFFIRMATION OF SERVICE OF NOTICE OF MECHANIC'S LIEN UPON THE
OWNER/CONTRACTOR**

ALEXANDER KADOCHNIKOV, an attorney duly admitted to practice law in the State of New York, affirms as follows:

On 9/18/2024, deponent served the within Notice Under Mechanic's Lien Law on behalf of Southeastern Solutions SES Inc., lienors, against the property located at 2739 White Plains Road, Bronx, NY, 10467 Block: 4508 Lot: 23; in the amount of \$70,006.63, upon the following parties listed below, at the addresses indicated below, which addresses have been designated by said parties for that purpose by depositing a true copy of same enclosed in a certified mail, return receipt requested, post-paid addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York:

Property Owner: Icon Realty NY Corp.
2739 White Plains Road,
Bronx, NY, 10467

Hiring Party: Icon Realty NY Corp.
2739 White Plains Road,
Bronx, NY, 10467

Dated: Kew Gardens, NY
September 18, 2024



Alexander Kadochnikov, Esq

NOTICE OF MECHANIC'S LIEN

To the Clerk of the County of Bronx, and all others whom it may concern:


PLEASE TAKE NOTICE, that Southeastern Solutions SES Inc. as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are: **Southeastern Solutions SES Inc.**
being a corporation whose business address is at **111 Town Square Place, Suite
1201, Jersey City, NJ 07310**
- (1a) The name and address of lienor's attorney, if any **Alexander Kadochnikov**
**80-02 Kew Gardens Road, Suite 600,
Kew Gardens, NY 11415
718-577-3261**
- (2) The Owner of the Real Property is : **Icon Realty NY Corp**
and the interest of the owner as far as known to the lienor(s) is: **fee simple**
- (3) The name of the person by whom the lienor(s) was/were employed is: **HOLLYWOOD STYLZE SALON, LLC**
The name of the person to whom the lienor(s) furnished or is (are) to furnish materials or for whom
the lienor(s) performed is: **HOLLYWOOD STYLZE SALON, LLC**
- (4) The name of the person with whom the contract was made is: **HOLLYWOOD STYLZE SALON, LLC**
The labor performed is: **Demolition and Water Remediation**
- The agreed price and value of the labor performed is: **\$38,300.00**
- (5) The amount unpaid to the lienor(s) for said labor performed is: **\$22,980.00**
The total amount claimed for which this lien is filed is: **\$22,980.00**
- (6) The time when the first item of work was performed was: **7/7/2024**
The time when the last item of work was performed was: **07/15/2024**
- (7) The property subject to the lien is situated in

**2739 White Plains Road
Bronx, NY**

**Block: 4508
Lot(s): 23**

That said labor and materials were performed and furnished for an used, and that the professional services rendered were used, in the improvement of the real property hereinbefore described. That 8 months have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.

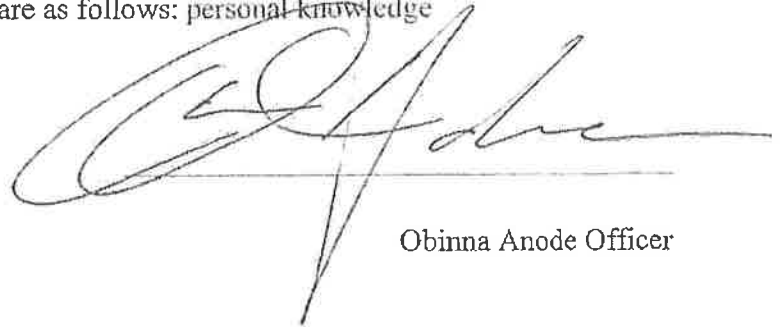


Alexander Kadochnikov
As Attorney for Southeastern Solutions SES Inc.

VERIFICATION

Obinna Anode being duly sworn, says that deponent is the **Officer** of Southeastern Solutions SES Inc., herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the **Officer** of Southeastern Solutions SES Inc. and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows: ~~personal knowledge~~



Obinna Anode Officer

Sworn to before me this 18th day of September, 2024



NOTARY PUBLIC

RIANNA O FIGUEROA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FI6409271
Qualified in Queens County
Commission Expires September 28, 2024

AFFIRMATION OF SERVICE OF NOTICE OF MECHANIC'S LIEN UPON THE
OWNER/CONTRACTOR

ALEXANDER KADOCHNIKOV, an attorney duly admitted to practice law in the State of New York, affirms as follows:

On 9/18/2024, deponent served the within Notice Under Mechanic's Lien Law on behalf of Southeastern Solutions SES Inc., lienors, against the property located at 2739 White Plains Road, Bronx, NY, 10467 Block: 4508 Lot: 23; in the amount of \$22,980.00, upon the following parties listed below, at the addresses indicated below, which addresses have been designated by said parties for that purpose by depositing a true copy of same enclosed in a certified mail, return receipt requested, post-paid addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York:

Property Owner: Icon Realty NY Corp.
2739 White Plains Road,
Bronx, NY, 10467

Hiring Party: HOLLYWOOD STYLZE SALON, LLC
2729 White Plains Road,
Bronx, NY, 10467

Dated: Kew Gardens, NY
September 18, 2024



Alexander Kadochnikov, Esq


NOTICE OF MECHANIC'S LIEN

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PLEASE TAKE NOTICE, that Southeastern Solutions SES Inc. as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are: Southeastern Solutions SES Inc.
being a corporation whose business address is at 111 Town Square Place, Suite
1201, Jersey City, NJ 07310
- (1a) The name and address of lienor's attorney, if any Alexander Kadochnikov
80-02 Kew Gardens Road, Suite 600,
Kew Gardens, NY 11415
718-577-3261
- (2) The Owner of the Real Property is : Icon Realty NY Corp
and the interest of the owner as far as known to the lienor(s) is: fee simple
- (3) The name of the person by whom the lienor(s) was/were employed is: Ranch Mini Market & Deli Inc.
The name of the person to whom the lienor(s) furnished or is (are) to furnish materials or for whom
the lienor(s) performed is: Ranch Mini Market & Deli Inc.
The name of the person with whom the contract was made is: Ranch Mini Market & Deli Inc.
- (4) The labor performed is: Demolition and Water Remediation
The agreed price and value of the labor performed is: \$16,600.00
- (5) The amount unpaid to the lienor(s) for said labor performed is: \$3,320.00
The total amount claimed for which this lien is filed is: \$3,320.00
- (6) The time when the first item of work was performed was: 7/7/2024
The time when the last item of work was performed was: 07/15/2024
- (7) The property subject to the lien is situated in
2739 White Plains Road Block: 4508
Bronx, NY Lot(s): 23

That said labor and materials were performed and furnished for an used, and that the professional services rendered were used, in the improvement of the real property hereinbefore described. That 8 months have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.

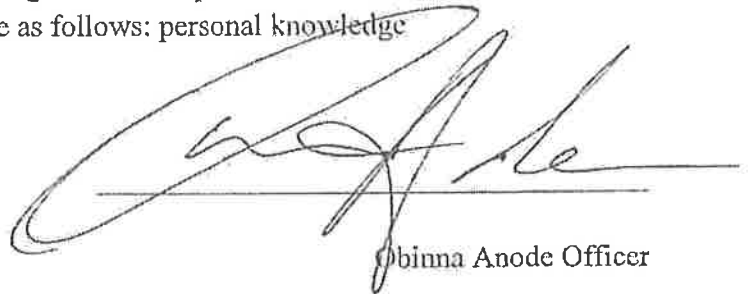


Alexander Kadochnikov
As Attorney for Southeastern Solutions SES Inc.

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The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows: personal knowledge



Obinna Anode Officer

Sworn to before me this 18th day of September, 2024



NOTARY PUBLIC

RIANNA O FIGUEROA NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01FI6409271 Qualified in Queens County Commission Expires September 28, 2024
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**AFFIRMATION OF SERVICE OF NOTICE OF MECHANIC'S LIEN UPON THE
OWNER/CONTRACTOR**

ALEXANDER KADOCHNIKOV, an attorney duly admitted to practice law in the State of New York, affirms as follows:

On 9/18/2024, deponent served the within Notice Under Mechanic's Lien Law on behalf of Southeastern Solutions SES Inc., lienors, against the property located at 2739 White Plains Road, Bronx, NY, 10467 Block: 4508 Lot: 23; in the amount of \$3,320.00, upon the following parties listed below, at the addresses indicated below, which addresses have been designated by said parties for that purpose by depositing a true copy of same enclosed in a certified mail, return receipt requested, post-paid addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York:

Property Owner: Icon Realty NY Corp.
2739 White Plains Road,
Bronx, NY, 10467

Hiring Party: Ranch Mini Market & Deli Inc.
2739 White Plains Road,
Bronx, NY, 10467

Dated: Kew Gardens, NY
September 18, 2024



Alexander Kadochnikov, Esq


NOTICE OF MECHANIC'S LIEN

To the Clerk of the County of Bronx, and all others whom it may concern:

PLEASE TAKE NOTICE, that Southeastern Solutions SES Inc. as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are: Southeastern Solutions SES Inc.
being a corporation whose business address is at 111 Town Square Place, Suite
1201, Jersey City, NJ 07310
- (1a) The name and address of lienor's attorney, if any Alexander Kadochnikov
80-02 Kew Gardens Road, Suite 600,
Kew Gardens, NY 11415
718-577-3261
- (2) The Owner of the Real Property is : Icon Realty NY Corp
and the interest of the owner as far as known to the lienor(s) is: fee simple
- (3) The name of the person by whom the lienor(s) was/were employed is: V.I.P. Nails Salon By Linda, Inc.
The name of the person to whom the lienor(s) furnished or is (are) to furnish materials or for whom
the lienor(s) performed is: V.I.P. Nails Salon By Linda, Inc.
The name of the person with whom the contract was made is: V.I.P. Nails Salon By Linda, Inc.
- (4) The labor performed is: Demolition and Water Remediation
The agreed price and value of the labor performed is: \$49,100.00
- (5) The amount unpaid to the lienor(s) for said labor performed is: \$24,550.00
The total amount claimed for which this lien is filed is: \$24,550.00
- (6) The time when the first item of work was performed was: 7/7/2024
The time when the last item of work was performed was: 07/15/2024
- (7) The property subject to the lien is situated in
2739 White Plains Road Block: 4508
Bronx, NY Lot(s): 23

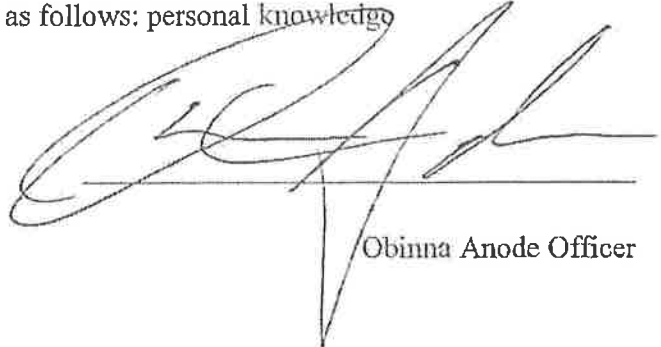
That said labor and materials were performed and furnished for an used, and that the professional services rendered were used, in the improvement of the real property hereinbefore described. That 8 months have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.


Alexander Kadochnikov
As Attorney for Southeastern Solutions SES Inc.

VERIFICATION


Obinna Anode being duly sworn, says that deponent is the **Officer** of Southeastern Solutions SES Inc., herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the **Officer** of Southeastern Solutions SES Inc. and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows: personal knowledge



Obinna Anode Officer

Sworn to before me this 18th day of September, 2024



NOTARY PUBLIC

RIANNA O FIGUEROA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01F16409271
Qualified in Queens County
Commission Expires September 28, 2024

**AFFIRMATION OF SERVICE OF NOTICE OF MECHANIC'S LIEN UPON THE
OWNER/CONTRACTOR**

ALEXANDER KADOCHNIKOV, an attorney duly admitted to practice law in the State of New York, affirms as follows:

On 9/18/2024, deponent served the within Notice Under Mechanic's Lien Law on behalf of Southeastern Solutions SES Inc., lienors, against the property located at 2739 White Plains Road, Bronx, NY, 10467 Block: 4508 Lot: 23; in the amount of \$24,550.00, upon the following parties listed below, at the addresses indicated below, which addresses have been designated by said parties for that purpose by depositing a true copy of same enclosed in a certified mail, return receipt requested, post-paid addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York:

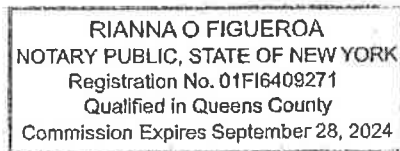
Property Owner: Icon Realty NY Corp.
2739 White Plains Road,
Bronx, NY, 10467

Hiring Party: V.I.P. Nails Salon by Linda, Inc.
2727 White Plains Road,
Bronx, NY, 10467

Dated: Kew Gardens, NY
September 18, 2024



Alexander Kadochnikov, Esq



NOTICE OF MECHANIC'S LIEN

To the Clerk of the County of Bronx, and all others whom it may concern:

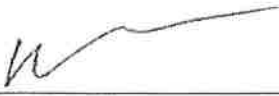
PLEASE TAKE NOTICE, that Southeastern Solutions SES Inc. as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are: Southeastern Solutions SES Inc.
being a corporation whose business address is at 111 Town Square Place, Suite 1201, Jersey City, NJ 07310
- (1a) The name and address of lienor's attorney, if any Alexander Kadochnikov
80-02 Kew Gardens Road, Suite 600,
Kew Gardens, NY 11415
718-577-3261
- (2) The Owner of the Real Property is : Icon Realty NY Corp
and the interest of the owner as far as known to the lienor(s) is: fee simple
- (3) The name of the person by whom the lienor(s) was/were employed is: Victor Multi Services Corporation.
The name of the person to whom the lienor(s) furnished or is (are) to furnish materials or for whom the lienor(s) performed is: Victor Multi Services Corporation.
The name of the person with whom the contract was made is: Victor Multi Services Corporation..
- (4) The labor performed is: Demolition and Water Remediation

The agreed price and value of the labor performed is: \$54,127.21
- (5) The amount unpaid to the lienor(s) for said labor performed is: \$22,771.21
The total amount claimed for which this lien is filed is: \$22,771.21
- (6) The time when the first item of work was performed was: 7/7/2024
The time when the last item of work was performed was: 07/15/2024
- (7) The property subject to the lien is situated in

2739 White Plains Road Block: 4508
Bronx, NY Lot(s): 23

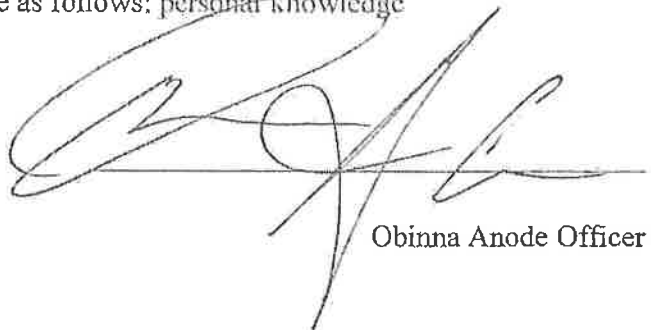
That said labor and materials were performed and furnished for an used, and that the professional services rendered were used, in the improvement of the real property hereinbefore described. That 8 months have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.


Alexander Kadochnikov
As Attorney for Southeastern Solutions SES Inc.

VERIFICATION

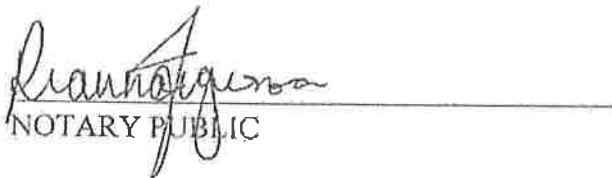
Obinna Anode being duly sworn, says that deponent is the **Officer** of Southeastern Solutions SES Inc., herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the **Officer** of Southeastern Solutions SES Inc. and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows: personal knowledge



Obinna Anode Officer

Sworn to before me this 18th day of September, 2024



NOTARY PUBLIC

RIANNA O FIGUEROA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FI6409271
Qualified In Queens County
Commission Expires September 28, 2024

Richard Naidich

From: Kenneth H. Wurman <kwurman@nwlaw.com>
Sent: Monday, January 27, 2025 12:12 PM
To: 'Richard Naidich'; 'mauricenterprise'
Cc: 'Robert P Johnson'
Subject: RE: Southeastern Solutions

Please re-do paragraphs 11 (the end) and 12 (don't understand this)

Ken

Kenneth H. Wurman, Esq., Partner

Naidich Wurman LLP

111 Great Neck Road, Suite 214

Great Neck, New York 11021

New Direct No.: 516-888-7570

Cell: 516-987-4465

Office: (516) 498-2900

CONFIDENTIALITY NOTICE

The information contained in this e-mail and any attachments transmitted with it may contain confidential information that is privileged, and exempt from disclosure under applicable law and is intended solely for the personal and confidential use of the recipient(s) to which it is addressed. If you are not the intended recipient, you are hereby notified that you have received this e-mail in error and that any review, dissemination, distribution, copying, or taking any action in reliance of this communication is strictly prohibited. If you have received this e-mail in error, please immediately permanently delete this e-mail and any attachments transmitted with it from your system and notify the sender either by e-mail or by telephone.

CYBER AND WIRE FRAUD WARNING

Before wiring any funds to our office or to a third party involved in a transaction, please call the intended recipient or our office, at a phone number you know is valid to confirm the instructions and the amount. Be very wary of any change to wire instructions you have already received. Our firm is not responsible for third party fraud or electronic interceptions.

Always independently confirm wiring instructions!!

From: Richard Naidich <RNAidich@nwlaw.com>

Sent: Monday, January 27, 2025 11:02 AM

To: 'Kenneth H. Wurman' <kwurman@nwlaw.com>; 'mauricenterprise' <mauricenterprise@aol.com>

Subject: Southeastern Solutions

Ken and Maurice: Here is a draft of our Answer in the mechanic's lien action. Please let me know your comments as soon as possible.

Bob Johnson